

**IN THE UNITED STATES DISRTICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

DAMOND J. ROKER, SR.
aka D.J. ROKER,

Plaintiff,

Case #: _____

TWENTIETH CENTURY FOX;
FOX BROADCASTING COMPANY/
FOX TELEVISION STATIONS, INC., d/b/a
WHBQ-TV, Fox Channel 13 (Memphis);
COX MEDIA GROUP, INC., d/b/a WHBQ-TV, Fox 13;
Kim Guthrie; Brett Fennell. ("Collectively FOX Corp.")

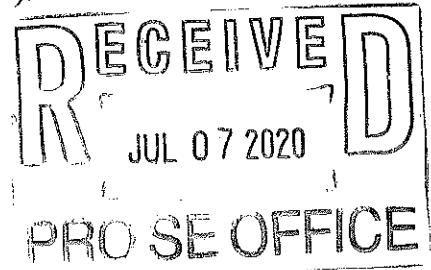
Defendants.

MOTION TO COMPEL ARBITRATION

COMES NOW, the Defendant, DAMOND J. ROKER, SR. a.k.a. D.J. ROKER, Plaintiff in the above-captioned action, hereby Motions this Honorable Court to Compel Arbitration, pursuant to the Roker-FOX settlement agreement ("Settlement Agreement"), entered into by and between the parties in January 2004, to settle a claim for racial- discrimination during the course of his employ with the defendant, FOX Corp.

In support of his Motion to Compel Arbitration, the Plaintiff alleges as follows:

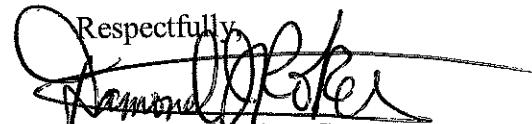
1. That between 2002 and 2004, the Plaintiff, Damond J. Roker a.k.a. D.J. Roker, was employed as a broadcast photo-journalist in the television news division of FOX BROADCASTING COMPANY/ Fox Television Stations, Inc., and was assigned to the WHBQ-TV, Fox Channel 13 station in Memphis, TN; a wholly-owned and operated Fox Television Station ("FOX O&O").

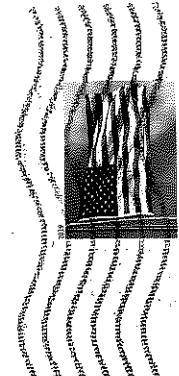


2. That on or about August 13, 2003, the Plaintiff filed a Civil Rights Complaint against FOX with the Memphis Office of the Equal Employment Opportunity Commission (EEOC), alleging discrimination and failure to promote on the basis of his race.
3. That on or about January 2004, Roker and FOX reached a settlement agreement during Mediation phase with the EEOC, and the parties entered into an out of court settlement that included a Confidentiality Agreement; Non-Disparagement Agreement and a Non-Disclosure Agreement.
4. That the Plaintiff, Damond J. Roker a.k.a. D.J. Roker, alleges a violation of the non-disparagement clause of the settlement agreement by the Defendant, Fox Corp., against the Plaintiff, Roker, for action arising from a series of news reports and online news articles that were/are categorically false, defamatory, and gives an objectionably false impression of the plaintiff's prior domestic assault arrest.
5. The Plaintiff alleges that this Honorable Court has jurisdiction, as the Settlement Agreement requires that all questions with respect to the construction of its provisions, and the rights and liabilities of the parties thereto, be governed by and construed in accordance with the laws of the State of New York.

WHEREFORE, PREMISES CONSIDERED, and for the foregoing reasons, the Plaintiff prays that his Motion to Compel Arbitration be GRANTED.

IT IS SO PRAYED.

Respectfully,

Damond J. Roker, Sr.
c/o N.W.C.X. (600497)
960 State Route 212
Tiptonville, TN 38079



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or guaranteed the contents
responsible for the contents

SUNNY
STATE OFFICE

DAMOND J. ROKER, SR.
N.W.C.X. #600497
960 State Route 212
Tiptonville, TN 38079

CLERK of the UNITED STATES DISTRICT COURT
Southern District of NEW YORK
THE DANIEL PATRICK MOYNIHAN U.S. COURTHOUSE

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